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PEARL CITY IS A MUD PUDDLE

Storm Did Much Small Damage In the District of Ewa.

Deputy Sheriff Fernandez of Ewa is now in Honolulu, having been called here as a witness in the case of Kawaika, in the Circuit Court, the defendant having been arrested by him. Fernandez says that Pearl City is a perfect mud-puddle and that it is almost impossible for people to get about at all. He likens the streets to taro patches. A large tree which stood near the courthouse was blown over and went crashing into a telephone pole nearby, toppling it over. The deputy sheriff went with a number of his police officers to Alea Tuesday and captured fourteen Japanese fan-tan players.

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MAUNALEI SUED.

Two Immigration
Companies'
Claims.

THE NEWS OF THE COURTS OF HAWAII

John Cook Wants Coin From E.
Coit Hobron—Bankruptcy
Action Interfered.

MAUNALEI PLANTATION COMPANY was hard hit yesterday both in the United States and in the Territorial courts by the Tokio Immigration Company, Limited, and the Japan Immigration Company. The former company makes a claim against the bankrupt and insolvent sugar company for money due for furnishing Japanese male and female laborers at specified rates which money was to be returned to the immigration company in monthly installments extending over a period of three years.

This suit was filed in the United States District Court in the forenoon and involves a sum amounting to \$2,000. The other suit was filed in the Circuit Court late in the afternoon by the Japan Immigration Company and is styled, "a bill of discovery." The plaintiff seeks to recover about \$3,500 and requests the court to demand that the books, papers and officers' memorandums relating to the affairs of the bankrupt plantation be brought into open court for examination as to who are the delinquent stockholders, and to ascertain why the officers of the plantation make no effort to call in delinquent assessments.

Lorrin Andrews, attorney for the Japan Immigration Company, sets forth that the Maunalei plantation has been at all times an Hawaiian corporation organized for the culture and export of sugar cane. The company sets forth that the defendant corporation entered into an agreement with the plaintiff whereby for a valuable consideration it agreed to pay to the immigration company the sum of \$462.15 and the further sum of \$1.35 for each Japanese man, and \$1.05 for each woman, per month, furnished to the plantation from July 1, 1900, to October 1, 1892, no payments being required until December 1, 1900, when the said sum of \$462.15 and the installment payments due from July to December, 1900, were to be paid by the defendant. On July 10, 1900, for value received, the defendant gave the plaintiff its promissory note payable six months after date without grace, for the sum of \$2,978.40. At the expiration of the said six months due demand was to be made upon the defendant for such note and the payment thereof was refused.

It is further shown in the bill "that upon information and belief the defendant corporation is hopelessly insolvent and bankrupt and is wholly unable to pay and satisfy the amount due, and your orator alleges that the whole capital stock has not been paid in, and that the capital is insufficient to satisfy the claims of its creditors and that a number of the stockholders of the company are delinquent in their payments, but their names are unknown to your orator.

"Your orator further says that the corporation has made and is making no effort to collect the money due from their delinquent stockholders to pay its creditors therewith.

"The acts of the corporation tend to the manifest injury of your orator and are plainly contrary to equity or adequate remedy except in a court of equity. Your orator further shows that without the discovery and examination of the books and officers of the said corporation your orator is unable to find who are the delinquent stockholders and what amounts they owe the corporation and to proceed to enforce its claims against the defendant corporation." The plaintiff prays that the corporation be summoned to appear and produce the books of the corporation and that the officers make a full and true discovery of the affairs of the plantation.

MAUNALEI IN ESTEE'S COURT.

In the United States District Court, S. Horley, S. Kuruse, C. Saito and S. Ozaki (doing business under the name of the Tokio Immigration Company, Limited) have brought suit against the Maunalei Sugar Company for \$1,457 with interest from May 22, 1899, for damages resulting to them in that defendant, acting therein by its duly authorized and appointed agents, Gear, Lansing & Co., did upon May 22, 1899, enter into, sign and become bound by a certain contract and agreement between the Tokio Immigration Company. The plaintiffs agreed to import for the Maunalei plantation 100 able-bodied male and female Jap laborers, with 25 per cent of them females, within two months of the signing of the contract. The defendant company in return agreed to pay to the said plaintiffs as compensation for the cost of transportation and for all other expenses up to the time of arrival of the laborers at Honolulu, the sum of \$39 for each male laborer so imported and accepted, and the sum of \$39 for each female laborer. Such sums were to be repaid at the rate of \$1.35 per month for the males and \$1.05 per month for the females, until at the end of three years or until the whole amounts of \$36 and \$30 respectively were repaid for each laborer so imported and accepted. The plaintiffs delivered 100 males and fourteen females who were accepted by the company. For a long time, or since March, 1900, no payment of the said monthly installments has been made by the defendant, and there is now owing \$1,457 as principal, being the total of the installments for the ten months from April 1, 1900, to February 1, 1901, at \$145.70 per month, of which no part has yet been paid.

For a further and distinct cause of action the plaintiffs claim the additional sum of \$235, with interest from December 15, 1899, for damages resulting to them in an agreement to take 100 more Japanese males and not to exceed 25 per cent females, for which the defendant promised to pay \$27 for each male and \$23 for each female laborer. The labor-

ers were imported, furnished and accepted, but there is still owing on this agreement \$235 and interest. The action is brought by the plaintiffs over the signature of S. Kobayashi.

THE GRIEVANCE OF COOK.

When John Cook entered into an agreement with E. Coit Hobron just two years ago to purchase certain inside lots of land belonging to the latter in Kapalama, it was with the express understanding that the original owner lay a good road and conduct fresh water in suitable pipes thereto, and give him advantages and comforts which residents living on main thoroughfares receive.

Mr. Cook desired to erect a residence for himself and family on these lots, and promised to buy them if Mr. Hobron would make the necessary improvements and give him easy access to the street. E. Coit Hobron faithfully promised to do this before August 1st, 1899. The lots were then purchased and the buyer erected and completed a large and costly wooden building at an expense to himself of \$2,000, which was ready for occupancy on November 1, 1899, but Hobron, so Cook says, failed to perform his part of the agreement and has absolutely neglected and refused to build the road and lay water pipes and conduct fresh water for his use, whereby, Mr. Cook states emphatically, that by reason of Hobron's failure to carry out his agreement, he is unable to occupy the mansion. The house stands solitary and empty and cannot even be rented.

Cook has brought suit in the Circuit Court against Hobron for damages in the sum of \$4,000 and the costs of the action.

BANKRUPTCY ACTION INTERFERED.

The execution issued from the Circuit Court against the property of J. A. Butterfield for \$62 on proceedings instituted by E. J. Monsarrat has been returned to the court with the following notation endorsed thereon by High Sheriff Brown: "After attaching and offering for sale the property of the within named J. A. Butterfield, bankruptcy proceedings in the United States District Court of the Territory of Hawaii were instituted against the same property, and this writ, upon instructions from J. M. Monsarrat, attorney for plaintiff, is returned unsatisfied this 6th day of February, 1901."

COURT NOTES.

The case of Allen & Robinson vs. Koolau Kalkamahaoe was moved yesterday on the calendar—jury waived.

Hearing on the demurrer in Wong But Nam vs. Chock Sing was heard and demurrer overruled, and defendant allowed ten days in which to answer.

Hearing on demurrer in Emma M. Nakulua vs. Fanny Strauch was heard and the same overruled and defendant given ten days in which to file an answer.

Answer in the case of the Honolulu Investment Company, Limited, vs. Helena Rowland et al. has been filed by Christina Gomez, one of the defendants. Plaintiff's bill of costs in V. Vasconcellos vs. Rebecca A. Dodd and R. W. Cathcart, executors, amounting to \$16.50, has been filed.

The first and final account of the Hawaiian Trust & Investment Co., Ltd., administrator of the estate of J. K. Kookano, deceased, was filed yesterday, giving receipts at \$3,601.40 and expenditures at \$1,743.78, leaving a balance of \$1,857.62. An inventory of the estate has the following items: Two shares in Hawaiian Baseball Association, \$30; 5 shares Kona Coffee & Fruit Co.; 30 shares Hawaiian Land Co.; 25 shares Kamalo Sugar Co., assessable, 2 per cent paid; 5 shares Hul Kapea Hookoonono, Hawaii; 19 shares Kona Planters' Association; 13 I. O. U.'s (outlawed), 6 outlawed notes, and 5 notes overdue.

Portuguese Consul Canavarro has petitioned the Circuit Court for the appointment of Frank Andrade as guardian of Mary, Maggie, Susan and Serephina Festana, minors. Property consisting of a house and lot situate on Makiki street is involved.

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KAIULANI TRACT, from \$200 to
\$250 a lot.

FIFTY LOTS IN KEKIO TRACT,
opposite Makee Island, \$600 a lot.

TWENTY LOTS IN PUUNUI
TRACT, 100x200, \$1,200 a lot.

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